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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 OHIO SECURITY INSURANCE
11 COMPANY,

12 Plaintiff,

13 v.

14 GREEN LEAF RENT A CAR &
15 LEASING, INC., a California
16 corporation; LOIS JEAN MARTYNS,
17 an individual; WILLIAM D.
ROBERTS, JR., an individual; IRENE
ROBERTS, an individual,

18 Defendants.
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Case No. 8:23-cv-00719-WLH-ADS

JUDGMENT

21 The Court **GRANTS** Ohio Security Insurance Company's ("Plaintiff")
22 unopposed Motion for Judgment on the Pleadings. (Docket No. 18). **IT IS**
23 **THEREFORE ORDERED AND ADJUDGED** that

24 1. No coverage is available to Green Leaf Rent A Car, Leasing Inc. ("Green
25 Leaf") under the insurance policy described in the Complaint (Docket No. 1 ¶ 1) with
26 respect to the lawsuit *William Roberts v. Lois Jean Martyns; Greenleaf Rent a Car &*
27 *Leasing, Inc.*, Case No. 37-2022-00012563-CU-PA-NC (San Diego Superior Ct.) (the
28 "Roberts Lawsuit").

1 2. Plaintiff is entitled to withdraw from defense of the Roberts Lawsuit;


2 3. Plaintiff has no duty to indemnify Green Leaf, Irene Roberts, or William
3 Roberts D. Roberts, Jr., with respect to the Roberts Lawsuit;

4 4. In accordance with the Notice of Non-Opposition to the Motion for Judgment
5 on the Pleadings, the parties waive attorney's fees and costs against each other. (Not.
6 of Non-Opp'n, Docket No. 23 ¶ 7).

7 5. Also in accordance with the Notice of Non-Opposition to the Motion for
8 Judgment on the Pleadings, upon entry of this Judgment, Ohio Security "agrees to
9 waive any right of recoupment of attorneys' fees and costs against Green Leaf as
10 prayed for in the Complaint" with regard to the Roberts Lawsuit. (Not. of Non-
11 Opp'n, Docket No. 23 ¶ 8).

12 **IT IS SO ORDERED.**

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14 Dated: September 8, 2023


HON. WESLEY L. HSU
UNITED STATES DISTRICT JUDGE